Plaintiff secured a judgment against a corporation for a tort committed by it, and then sued the defendant stockholder under the statute. Plaintiff was nonsuited. *Held*, that the judgment be affirmed. *Clinton Mining & Mineral Co.* v. *Beacom*, 266 Fed. 621 (C. C. A.).

The principal case raises solely a question of statutory construction, for at common law a stockholder was not liable for the torts of a corporation. *Terry* v. *Little*, 101 U. S. 216. The authorities are divided, some holding with the principal case that the term "debts" or "liability to creditors" includes only contractual claims. *Savage* v. *Shaw*, 195 Mass. 571, 81 N. E. 303; *Avery* v. *McClure*, 94 Miss. 172, 47 So. 901. *Contra*, *Henley* v. *Myers*, 76 Kan. 723, 93 Pac. 168; *Rogers* v. *Stag Mining Co.*. 185 Mo. App. 659, 171 S. W. 676. This strict construction is perhaps justified where the statute penalizes officers or stockholders for failure to perform a duty. *Leighton* v. *Campbell*, 17 R. I. 51, 20 Atl. 14; *Howard* v. *Long*, 142 Ga. 789, 83 S. E. 852. But in the principal case the remedial nature of the statute should lead the courts to a liberal interpretation. See *Chase* v. *Curtis*, 113 U. S. 452, 463. The legislature, having created a legal unit, desires to protect those who may deal with it, and consequently gives creditors the remedy of compelling stockholders to pay in full for their stock. It would seem immaterial, therefore, whether claimants have dealt with the corporation contractually, or have been damaged by its misfeasance. The word "debts" is broad enough to cover both situations, especially if the claim has been reduced to judgment. The principal case relies on no authority except an inadequate reference to Blackstone; and it reaches an unfortunate result. In view of such a decision, however, legislatures would do well hereafter to use more specific language. See *Grindle* v. *Stone*, 78 Me. 176, 3 Atl. 183; *Linniger* v. *Botsford*, 32 Cal. App. 386 163 Pac. 63.

DAMAGES — MEASURE OF DAMAGES — TEMPORARY LOSS OF USE OF A DAMAGED PLEASURE VEHICLE. — The plaintiff's pleasure car was damaged and temporarily put out of commission by the defendant's negligence. *Held*, that the plaintiff could recover for the loss of use. *Dettmar* v. *Burns Bros.*, 181 N. Y. Supp. 146.

Where a vehicle used for business purposes is damaged its owner may recover for the temporary loss of use. *Andries* v. *Everitt Co.*, 177 Mich. 110, 142 N. W. 1067; *So. Ry.* v. *Kentucky Grocery Co.*, 166 Ky. 94, 178 S. W. 1162. But where the car is one used for pleasure, damages for such loss have on occasion been denied, mainly on the ground that they were speculative. *Foley* v. *Forty Second St., etc. Ry. Co.*, 52 Misc. Rep. 183, 101 N. Y. Supp. 780; *Hunter* v. *Quaintance*, 168 Pac. (Col.) 918. The distinction is unsound. Since the *jus fruendi* comprehends the right to use a thing for pleasure purposes as well as the right to employ it in business, an infringement of either is a legal wrong. The value of the right is in both cases capable of objective determination, because it is measured not by the use made of the chattel by its owner but by its potential utility. See *The Mediana*, 1900 A. C. 113, 117; See 1 SEDGWICK, DAMAGES, 9 ed., § 243*b*. And even if the assessment of damages does involve some practical difficulty that does not make the injury unreal and is no ground for denying recovery altogether. *Allison* v. *Chandler*, 11 Mich. 542. On this line of reasoning the principal case, in accord with the great weight of authority, allows a recovery regardless of the character of the use. *Cook* v. *Packard Motor Car Co.*, 88 Conn. 590, 92 Atl. 413; *Perkins* v. *Brown*, 132 Tenn. 294, 177 S. W. 1158. See 21 HARV. L. REV. 445.

DEEDS — ACKNOWLEDGMENT BEFORE INTERESTED PARTY. — The secretary of the plaintiff corporation in his capacity as a notary public attested a bill of sale in which the corporation was the grantee. The bill was recorded and the